

1 Stephen M. Doniger (SBN 179314)  
2 stephen@donigerlawfirm.com  
3 Scott A. Burroughs (SBN 235718)  
4 scott@donigerlawfirm.com  
5 Kelsey Schultz (SBN 328159)  
6 kschultz@donigerlawfirm.com  
7 DONIGER / BURROUGHS  
8 603 Rose Avenue  
9 Venice California 90291  
10 Telephone: (310) 590-1820  
11 Attorneys for Plaintiff

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 STAR FABRICS, INC.,  
15 Plaintiff,  
16 v.  
17 REVOLVE GROUP, INC., et al.,  
18 Defendants.

Case No.: 2:24-cv-00406-GW-MAA  
**STIPULATED PROTECTIVE  
ORDER**

19 **1. PURPOSES AND LIMITATIONS**

20 Discovery in this action is likely to involve production of confidential,  
21 proprietary, or private information for which special protection from public  
22 disclosure and from use for any purpose other than prosecuting this litigation may  
23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
24 enter the following Stipulated Protective Order. The Parties acknowledge that this  
25 Stipulated Protective Order does not confer blanket protections on all disclosures or  
26 responses to discovery and that the protection it affords from public disclosure and  
27 use extends only to the limited information or items that are entitled to confidential  
28

1 treatment under the applicable legal principles. The parties further acknowledge, as  
2 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle  
3 them to file confidential information under seal; Local Rule 79-5 sets forth the  
4 procedures that must be followed and the standards that will be applied when a party  
5 seeks permission from the Court to file material under seal.

6  
7 **2. GOOD CAUSE STATEMENT**

8 This action is likely to involve customer and pricing lists and valuable  
9 development, commercial, financial, and/or proprietary information for which  
10 special protection from public disclosure and from use for any purpose other than  
11 prosecution of this action is warranted. Such confidential and proprietary materials  
12 and information consist of, among other things, confidential business and financial  
13 information, information regarding confidential business practices, other  
14 confidential development and commercial information (including information  
15 implicating privacy rights of third parties), and information otherwise generally  
16 unavailable to the public or which may be protected from disclosure under state or  
17 federal statutes, court rules, case decisions, or common law. Accordingly, to  
18 expedite the flow of information, to facilitate the prompt resolution of disputes over  
19 confidentiality of discovery materials, to adequately protect information the parties  
20 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
21 necessary uses of such material in preparation for and in the conduct of trial, to  
22 address their handling at the end of the litigation, and serve the ends of justice, a  
23 protective order for such information is justified in this matter. It is the intent of the  
24 parties that information will not be designated as confidential for tactical reasons  
25 and that nothing be so designated without a good faith belief that it has been  
26 maintained in a confidential, non-public manner, and there is good cause why it  
27 should not be part of the public record of this case.

1     **3.     DEFINITIONS**

2             3.1.   Action: This pending federal lawsuit.

3             3.2.   Challenging Party: A Party or Nonparty that challenges the designation  
4               of information or items under this Stipulated Protective Order.

5             3.3.   “CONFIDENTIAL” Information or Items: Information (regardless of  
6               how it is generated, stored or maintained) or tangible things that qualify  
7               for protection under Federal Rule of Civil Procedure 26(c), and as  
8               specified above in the Good Cause Statement.

9             3.4.   Counsel: Outside Counsel of Record and In-House Counsel (as well as  
10               their support staff).

11            3.5.   Designating Party: A Party or Nonparty that designates information or  
12               items that it produces in disclosures or in responses to discovery as  
13               “CONFIDENTIAL.”

14            3.6.   Disclosure or Discovery Material: All items or information, regardless  
15               of the medium or manner in which it is generated, stored, or maintained  
16               (including, among other things, testimony, transcripts, and tangible  
17               things), that is produced or generated in disclosures or responses to  
18               discovery in this matter.

19            3.7.   Expert: A person with specialized knowledge or experience in a matter  
20               pertinent to the litigation who has been retained by a Party or its  
21               counsel to serve as an expert witness or as a consultant in this Action.

22            3.8.   In-House Counsel: Attorneys who are employees of a party to this  
23               Action or employees of a parent, child or sibling business entity of a  
24               party to this Action. In-House Counsel does not include Outside  
25               Counsel of Record or any other outside counsel.

26            3.9.   Nonparty: Any natural person, partnership, corporation, association, or  
27               other legal entity not named as a Party to this action.

28            3.10. Outside Counsel of Record: Attorneys who are not employees of a

party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

#### 4. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

1     **5. DURATION**

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Stipulated Protective Order shall remain in effect until a  
4 Designating Party agrees otherwise in writing or a court order otherwise directs.  
5 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
6 defenses in this Action, with or without prejudice; and (2) final judgment herein  
7 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
8 reviews of this Action, including the time limits for filing any motions or  
9 applications for extension of time pursuant to applicable law.

10  
11     **6. DESIGNATING PROTECTED MATERIAL**

12         6.1     Exercise of Restraint and Care in Designating Material for Protection.

13                 Each Party or Nonparty that designates information or items for  
14 protection under this Stipulated Protective Order must take care to limit  
15 any such designation to specific material that qualifies under the  
16 appropriate standards. The Designating Party must designate for  
17 protection only those parts of material, documents, items, or oral or  
18 written communications that qualify so that other portions of the  
19 material, documents, items, or communications for which protection is  
20 not warranted are not swept unjustifiably within the ambit of this  
21 Stipulated Protective Order.

22                 Mass, indiscriminate, or routinized designations are prohibited.  
23 Designations that are shown to be clearly unjustified or that have been  
24 made for an improper purpose (*e.g.*, to unnecessarily encumber the case  
25 development process or to impose unnecessary expenses and burdens  
26 on other parties) may expose the Designating Party to sanctions.

27         6.2.     Manner and Timing of Designations.

28                 Except as otherwise provided in this Stipulated Protective Order

(*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires the following:

1. For information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

A Party or Nonparty that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Stipulated Protective Order. Then, before producing the specified documents, the Producing Party must affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 (b) For testimony given in depositions, that the Designating Party  
4 identify the Disclosure or Discover Material on the record,  
5 before the close of the deposition, all protected testimony.

6 (c) For information produced in nondocumentary form, and for any  
7 other tangible items, that the Producing Party affix in a  
8 prominent place on the exterior of the container or containers in  
9 which the information is stored the legend "CONFIDENTIAL."  
10 If only a portion or portions of the information warrants  
11 protection, the Producing Party, to the extent practicable, shall  
12 identify the protected portion(s).

### 13 6.3 Inadvertent Failures to Designate.

14 If timely corrected, an inadvertent failure to designate qualified  
15 information or items does not, standing alone, waive the Designating  
16 Party's right to secure protection under this Stipulated Protective Order  
17 for such material. Upon timely correction of a designation, the  
18 Receiving Party must make reasonable efforts to assure that the  
19 material is treated in accordance with the provisions of this Stipulated  
20 Protective Order.

## 21 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

### 22 7.1. Timing of Challenges.

23 Any Party or Nonparty may challenge a designation of  
24 confidentiality at any time that is consistent with the Court's  
25 Scheduling Order.  
26

### 27 7.2. Meet and Confer.

28 The Challenging Party shall initiate the dispute resolution

process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).

7.3. Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

**8. ACCESS TO AND USE OF PROTECTED MATERIAL**

8.1. Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the Action reaches a final disposition, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

8.2. Disclosure of “CONFIDENTIAL” Information or Items.



1 Unless otherwise ordered by the Court or permitted in writing by  
2 the Designating Party, a Receiving Party may disclose any information  
3 or item designated “CONFIDENTIAL” only to:

- 4 (a) The Receiving Party’s Outside Counsel of Record, as well as  
5 employees of said Outside Counsel of Record to whom it is  
6 reasonably necessary to disclose the information for this Action;
- 7 (b) The officers, directors, and employees (including In-House  
8 Counsel) of the Receiving Party to whom disclosure is  
9 reasonably necessary for this Action;
- 10 (c) Experts of the Receiving Party to whom disclosure is reasonably  
11 necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 13 (d) The Court and its personnel;
- 14 (e) Court reporters and their staff;
- 15 (f) Professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably  
17 necessary for this Action and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 19 (g) The author or recipient of a document containing the information  
20 or a custodian or other person who otherwise possessed or knew  
21 the information;
- 22 (h) During their depositions, witnesses, and attorneys for witnesses,  
23 in the Action to whom disclosure is reasonably necessary  
24 provided: (i) the deposing party requests that the witness sign  
25 the “Acknowledgment and Agreement to Be Bound” (Exhibit  
26 A); and (ii) the witness will not be permitted to keep any  
27 confidential information unless they sign the “Acknowledgment  
28 and Agreement to Be Bound,” unless otherwise agreed by the

Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

5  
6 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
7 **PRODUCED IN THIS LITIGATION**

8 10.1. Application.

9 The terms of this Stipulated Protective Order are applicable to  
10 information produced by a Nonparty in this Action and designated as  
11 "CONFIDENTIAL." Such information produced by Nonparties in  
12 connection with this litigation is protected by the remedies and relief  
13 provided by this Stipulated Protective Order. Nothing in these  
14 provisions should be construed as prohibiting a Nonparty from seeking  
15 additional protections.

16 10.2. Notification.

17 In the event that a Party is required, by a valid discovery request,  
18 to produce a Nonparty's confidential information in its possession, and  
19 the Party is subject to an agreement with the Nonparty not to produce  
20 the Nonparty's confidential information, then the Party shall:

- 21 (a) Promptly notify in writing the Requesting Party and the  
22 Nonparty that some or all of the information requested is subject  
23 to a confidentiality agreement with a Nonparty;  
24 (b) Promptly provide the Nonparty with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s),  
26 and a reasonably specific description of the information  
27 requested; and  
28 (c) Make the information requested available for inspection by the

Nonparty, if requested.

### 10.3. Conditions of Production.

If a Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

## 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

## 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
2 procedure may be established in an e-discovery order that provides for production  
3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
4 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
5 communication or information covered by the attorney-client privilege or work  
6 product protection, the parties may incorporate their agreement into this Stipulated  
7 Protective Order submitted to the Court.

8  
9 **13. MISCELLANEOUS**

10 13.1. Right to Further Relief.

11 Nothing in this Stipulated Protective Order abridges the right of  
12 any person to seek its modification by the Court in the future.

13 13.2. Right to Assert Other Objections.

14 By stipulating to the entry of this Stipulated Protective Order, no  
15 Party waives any right it otherwise would have to object to disclosing  
16 or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right  
18 to object on any ground to use in evidence of any of the material  
19 covered by this Stipulated Protective Order.

20 13.3 Filing Protected Material.

21 A Party that seeks to file under seal any Protected Material must  
22 comply with Local Rule 79-5. Protected Material may only be filed  
23 under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file  
25 Protected Material under seal is denied by the Court, then the  
26 Receiving Party may file the information in the public record unless  
27 otherwise instructed by the Court.  
28

1     **14. FINAL DISPOSITION**

2           After the final disposition of this Action, within sixty (60) days of a written  
3 request by the Designating Party, each Receiving Party must return all Protected  
4 Material to the Producing Party or destroy such material. As used in this  
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel is entitled to  
14 retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing  
15 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert  
16 reports; attorney work product; and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Stipulated Protective Order as  
19 set forth in Section 5.

20     ///

21     ///

22     ///

1     **15.    VIOLATION**

2           Any violation of this Stipulated Order may be punished by any and all  
3 appropriate measures including, without limitation, contempt proceedings and/or  
4 monetary sanctions.

5  
6     **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7  
8     DATED: February 25, 2024

/s/ Kelsey M. Schultz  
Attorney for Plaintiff  
Star Fabrics, Ind.

9  
10  
11     DATED: February 25, 2024

/s/ D. Whitlow Bivens  
Attorney for Defendant  
Revolve Group, Inc.

12  
13  
14     DATED: February 25, 2024

/s/ D. Whitlow Bivens  
Attorney for Defendant  
Barol Pty Ltd. d/b/a Bardot

15  
16  
17     DATED: February 25, 2024

/s/ Caleb Bean  
Attorney for Defendant  
The TJX Companies, Inc.

18  
19     DATED: February 25, 2024

/s/ D. Whitlow Bivens  
Attorney for Defendant  
RueLaLa, Inc.

20  
21  
22           The filer attests that all signatories listed, and on whose behalf this filing is  
23 submitted, concur in this filing's content and have authorized its filing.

24     ///

25     ///

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1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 DATED: February 23, 2024  
4 \_\_\_\_\_

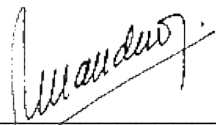
  
\_\_\_\_\_  
Honorable Maria A. Audero  
United States Magistrate Judge



EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
 \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the  
 United States District Court for the Central District of California on \_\_\_\_\_  
 [date] in the case of *Star Fabrics, Inc. v. Revolve Group, Inc., et al.*, 2:24-cv-00406-  
 GW-MAA. I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order, and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that  
 is subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [full name]  
 of \_\_\_\_\_ [address and telephone number]  
 as my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_